

REMARKS/ARGUMENTS

The office action of December 18, 2003, has been carefully reviewed and these remarks are responsive thereto. Reconsideration and allowance of the instant application are respectfully requested.

Applicants thank the Examiner and his supervisor for the interview of April 2, 2003. During the interview, Applicants' representative described the invention as claimed and discussed definitions of event-driven and serial execution code.

Claims 1-14 remain in this application. Claims 15-20 have been added by this amendment.

Claims 1-14 stand rejected under 35 U.S.C. § 112, first paragraph. In particular, the Examiner noted that:

“The interpreter reinterpreting the serial execution code into a second event-driven program is not disclosed in the specification.”

During the interview, the Examiner indicated that there was no remaining question regarding the interpreter. However, the Examiner requested clarification of the term “serial execution code.” He indicated that a rejection under 35 U.S.C. § 112, second paragraph may be made.

While Applicants traverse this suggested rejection, Applicants amend the claims to place the application in condition for allowance.

The Examiner repeated the rejection of claims 1-14 over Ingham. The rationale was that the Examiner could not find support in the specification for the interpreter. Now that the rejection under 35 U.S.C. § 112, first paragraph has been overcome, Applicants provide the same arguments as stated in the amendment of October 3, 2002, why the pending claims are allowable over Ingham.

Claims 1-4, 6-11, and 13-14 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Ingham (D.B. Ingham, “W3Objects: A Distributed Object-Oriented Web Server,” Sixth

International World-Wide Web Conference, Santa Clara, California, April, 1997). This rejection is respectfully traversed.

Claims 1 and 8 recite, among other things, interpreting event-driven programs into serial execution code and reinterpreting the serial execution code into second event-driven programs. Ingham does not disclose a conversion between serial execution code and event-driven programs. At the first bullet on page 2, Ingham states that W3Objects “supports arbitrary allocation of services to processes and processes to machines, in a manner which is completely transparent to users.” From this brief statement, it is unclear how the Examiner interprets Ingham to relate to conversion between serial execution code and event-driven programs. Without more information explicitly disclosing a conversion between serial execution code and event-driven programs, Ingham fails to anticipate claims 1 and 8. To anticipate, the prior art reference must disclose, either expressly or inherently, “each and every element as set forth in the claim.” In re Robertson, 169 F.3d 743, 745 (Fed. Cir. 1999) (quoting Verdegaal Bros., Inc. v. Union Oil Co., 814 F.2d 628, 631 (Fed. Cir. 1987)). Ingham does not expressly disclose a conversion between serial execution code and event-driven programs, nor does it do so inherently:

To establish inherency, the extrinsic evidence “must make clear that the missing descriptive matter is necessarily present in the thing described in the reference, and that it would be so recognized by persons of ordinary skill. . . . The mere fact that a certain thing may result from a given set of circumstances is not sufficient.” Id. (quoting Continental Can Co. v. Monsanto Co., 948 F.2d 1264, 1268 (Fed. Cir. 1991)). Ingham does not make clear that a conversion between serial execution code and event-driven programs “is necessarily present,” so it neither inherently nor expressly discloses such a conversion. Therefore, Ingham does not anticipate claims 1 and 8. Because Ingham does not teach each and every aspect of the claim 1 and 8 invention, it is respectfully submitted that the rejection is improper and should be withdrawn.

Claims 2-4 and 6-7 depend from claim 1 and are allowable for at least the reasons set forth above for claim 1. Claims 9-11 and 13-14 depend from claim 8 and are allowable for at least the reasons set forth above for claim 8.

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Claims 5 and 12 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Ingham. This rejection is respectfully traversed. Claim 5 depends from claim 1, and claim 12 depends from claim 8. As noted above, Ingham does not teach a conversion between serial execution code and event-driven programs. Therefore, applicants respectfully submit that claim 5 is allowable for at least the reasons set forth above for claim 1 and further in view of the novel features claimed therein. Similarly, applicants respectfully submit that claim 12 is allowable for at least the reasons set forth above for claim 8 and further in view of the novel features claimed therein. Therefore, it is respectfully submitted that the rejection is improper and should be withdrawn.

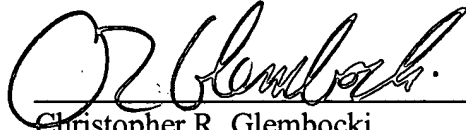
New claim 17-20 are believed allowable.

All rejections having been addressed, applicant respectfully submits that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same.

Respectfully submitted,
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